

ORIGINAL NEW APPLICATION

**TRICO**

Electric Cooperative, Inc.



0000065937

A Touchstone Energy® Cooperative



January 22, 2007

Docket Control  
Arizona Corporation Commission  
1200 Washington Street  
Phoenix, Arizona 85007

E-01461A-07-0058

E-01933A-07-0058

**RE: JOINT APPLICATION, BORDERLINE AGREEMENT  
CINGULAR WIRELESS II L.L.C.**

Dear Sir or Madam:

Enclosed please find one original and 13 copies of the Joint Application and Borderline Agreement for Trico Electric Cooperative, Inc. to provide electric service to Cingular Wireless II L.L.C.

If you have any questions, please give me a call at 744-2944 ex 1322.

Sincerely,

Chuck Wilcox  
Right of Way Coordinator

Encl

Arizona Corporation Commission  
**DOCKETED**

JAN 24 2007

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**AZ CORP COMMISSION  
DOCUMENT CONTROL**

**2007 JAN 24 PM 2:48**

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# ORIGINAL NEW APPLICATION

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BEFORE THE ARIZONA CORPORATION COMMISSION

2007 JAN 24 P 2:48

**JEFF HATCH-MILLER**  
Chairman  
**WILLIAM A. MUNDELL**  
Commissioner  
**MIKE GLEASON**  
Commissioner  
**KRISTIN K. MAYES**  
Commissioner  
**GARY PIERCE**  
Commissioner

**AZ CORP COMMISSION**  
**DOCUMENT CONTROL**

**IN THE MATTER OF THE JOINT  
APPLICATION OF TRICO ELECTRIC  
COOPERATIVE, INC., AN ARIZONA  
NON PROFIT CORPORATION AND  
TUCSON ELECTRIC POWER COMPANY,  
AN ARIZONA CORPORATION FOR AN  
ORDER APPROVING A BORDERLINE  
AGREEMENT**

**DOCKET NO. E-01461A-07-0058**

**DOCKET NO. E-01933A-07-0058**

**JOINT APPLICATION**

COME NOW TRICO ELECTRIC COOPERATIVE, INC., an Arizona non profit corporation ("TRICO") and TUCSON ELECTRIC POWER COMPANY, an Arizona corporation (TEP"), Joint Applicants herein, and allege to this Arizona Corporation Commission ("Commission") as follows in support of this Joint Application:

I.

TRICO is a public service corporation engaged in the distribution of electricity for the purpose of serving its customers located within a specifically designated service area in portions of Pima, Pinal and Santa Cruz Counties, Arizona, which has been certified and approved by the Arizona Corporation Commission ("TRICO's Service Area").

II.

TEP is a public service corporation engaged in the generation, transmission and distribution of electricity for the purpose of serving its customers located within a specifically designated service area in portions of Pima and Cochise Counties, Arizona, which has been certified and approved by the

1 Commission (TEP's Service Area").

2 III.

3 Cingular Wireless II L.L.C. ("CINGULAR"), has made application for electric service to its  
4 property described in Exhibit "A" attached hereto to TRICO and TEP. CINGULAR's property is located  
5 within TEP's certificated territory. However, TRICO's facilities which can provide the requested single  
6 phase service to the CINGULAR's Cell Tower will be placed in TRICO's existing line at no cost to the  
7 consumer pursuant to TRICO's applicable tariff. The nearest TEP's facilities that can provide the  
8 requested single-phase service are more than 2.5 miles to the CINGULAR Cell Tower and the cost of the  
9 line extension to the consumer pursuant to TEP's applicable tariff is approximately \$66,000.00.  
10 Accordingly, it is in the best interest of CINGULAR that TRICO serve the Cell Tower until such time as  
11 TEP determines that it is economically feasible for TEP to serve the CINGULAR Cell Tower.

12  
13 IV.

14 TRICO and TEP have entered into an agreement (the "Agreement"), attached hereto as Exhibit  
15 "B" in order that TRICO may provide electric service to the CINGULAR's Cell Tower. Pursuant to the  
16 Agreement, TEP reserves the right to provide electric service to CINGULAR's Cell Tower when TEP  
17 determines that it is economical to do so. In the event TEP determines to provide such service, TEP will  
18 compensate TRICO for any of TRICO's facilities, which could be used by TEP in providing service to  
19 CINGULAR'S Cell Tower. TRICO and TEP request that the Commission approve the Agreement.

20 V.

21 TRICO and TEP each provide public utility electric service in other areas of Pima County,  
22 Arizona, pursuant to certificates of convenience and necessity issued by this Commission, and each  
23 utility is qualified and able to provide satisfactory public utility electric service in the respective area.

24 VI.

25 Applicants TRICO and TEP believe that the Agreement will be consistent with and promotes the  
26

1 public interest will be in the best interest of CINGULAR and will enable CINGULAR to more  
2 efficiently and economically be provided electric service.

3  
4 VII.

5 There is no existing line extension or other agreements pertaining to electric service to the area in  
6 which the CINGULAR's Cell Tower is located, nor are there any facilities, easements or rights-of-way to  
7 be transferred in the event the Agreement is approved.

8 VIII.

9 Notice of this Joint Application will be sent to CINGULAR.

10 IX.

11 The corporate officers of applicants TRICO and TEP are the same as presently on file with the  
12 Commission.

13 X.

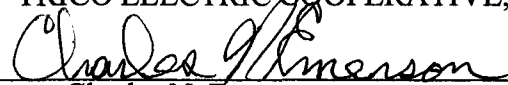
14 The financial statements of applicants TRICO and TEP are the same as presently on file in the  
15 Utilities Division of the Commission.

16 WHEREFORE, the Joint Applicants respectfully request the Commission to issue its order  
17 approving the Agreement.

18 RESPECTFULLY SUBMITTED this 12<sup>TH</sup> day of JANUARY, 2007.

19  
20 TRICO ELECTRIC COOPERATIVE, INC.

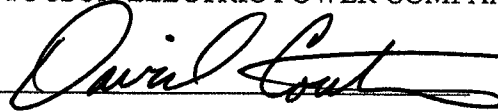
21 By



22 Charles N. Emerson  
23 Manager of Technical Service  
24 8600 West Tangerine Road  
25 P.O. Box 930  
26 Marana, Arizona 85653  
27  
28

TUCSON ELECTRIC POWER COMPANY

By



David Couture  
Director, Regulatory Affairs  
4350 East Irvington Road  
Post Office Box 711, Mail Stop OH 122  
Tucson, Arizona 85702

Original and 13 copies of the  
foregoing mailed this 22<sup>ND</sup> day  
of JANUARY, 2007, to:

Docket Control  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

Copies of the foregoing mailed  
this 22<sup>ND</sup> day of JANUARY,  
2007, to:

Christopher C. Kempley, Chief Counsel  
Legal Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

Ernest G. Johnson, Director  
Utilities Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

BY:  
Chuck Wilcox  
Senior Right Of Way Coordinator  
Filing Joint Application for  
Trico Electric Cooperative, Inc.

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**EXHIBIT "A"**

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 17 SOUTH, RANGE 14 EAST, GILA AND SALT RIVER AND MERIDIAN, PIMA COUNTY, ARIZONA.

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**EXHIBIT "B"**

**ELECTRIC SERVICE AUTHORIZATION AGREEMENT**

THIS ELECTRIC SERVICE AUTHORIZATION AGREEMENT (this "Agreement") is entered into this 12<sup>TH</sup> day of JANUARY, 2007, by and between TRICO ELECTRIC COOPERATIVE, INC., an Arizona non profit corporation ("TRICO"), and TEP ELECTRIC POWER COMPANY, an Arizona corporation ("TEP").

**RECITALS:**

1. The real property described in Exhibit "A" attached hereto (the "Subject Area") is within the area of TEP's Certificates of Convenience and Necessity issued by the Arizona Corporation Commission ("Commission");
2. Cingular Wireless II L.L.C., ("Customer") has requested that electric service be provided to the Subject Area;
3. TEP has given Written Authorization whereby TRICO may temporarily service the Customer in the Subject Area; and
4. In TEP's opinion, because of current conditions, it is currently beneficial to the Customer for TEP to permit TRICO to temporarily provide electric service to the Customer's real property which TRICO is willing to provide as hereafter agreed.

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**PROMISES AND CONVENANTS:**

NOW, THEREFORE, in consideration of the foregoing recitals and in further consideration of the following covenants, promises, and provisions, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their agents, employees, successors and assigns, do hereby agree as follows:

- 5. TRICO is hereby authorized by TEP to enter the Subject Area, certificated to TEP, and construct and maintain electric service lines and facilities necessary to serve the Customer until such time as TEP notifies TRICO in writing of its intention to provide service.
- 6. Upon receiving written notice of TEP intention to serve the Customer, TRICO will sell to TEP and TEP will, notwithstanding paragraph 8, purchase all of TRICO's electric lines and facilities within the Subject Areas which are compatible with TEP electric system and which can be utilized by TEP at original cost, depreciated at the rate of 3.32% per year, and TRICO will discontinue providing electricity service in the Subject Area. Any remaining TRICO facilities that are not purchased by TEP will be removed from Subject Area by TRICO, at no cost to the Customer.
- 7. If the sale of TRICO's facilities to TEP is subject to prior approval by the Commission, TRICO will use its best efforts to obtain said sale approval.
- 8. Nothing in this Agreement precludes TEP from serving within the Subject Area with TEP facilities.
- 9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns, whether arising voluntarily or by operation of law.
- 10. This Agreement shall become effective when approved by the Commission.



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2 IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first  
3 above written.

4 TEP ELECTRIC,  
5 an Arizona corporation

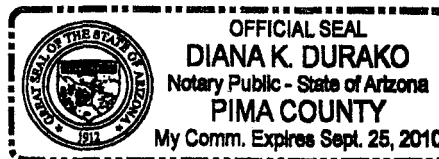
6 By David Couture  
7 Its Director of Regulatory Services

TRICO ELECTRIC COOPERATIVE,  
INC., an Arizona corporation

By Charles N. Emerson  
Its Manager of Technical Service

9 STATE OF ARIZONA )  
10 ) ss.  
COUNTY OF PIMA )

11 The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of Jan, 2008,  
12 by David Couture, Director of Regulatory Services of TEP ELECTRIC, an Arizona corporation, on  
13 behalf of the corporation.



Diana K. Durako  
Notary Public

15 My Commission Expires:

18 STATE OF ARIZONA )  
19 ) ss.  
20 COUNTY OF PIMA )

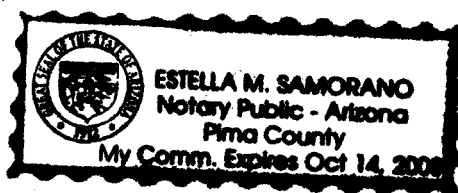
21 The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 2008,  
22 by Charles N. Emerson, Manager of Technical Service of TRICO ELECTRIC COOPERATIVE,  
23 INC., an Arizona corporation, on behalf of the corporation.

Notary Public

25 My Commission Expires:

26 10/14/2008

Estella M. Samorano





T17S R14E  
PIMA COUNTY, AZ

T17S R15E

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CINGULAR WIRELESS  
SITE LOCATION

EXISTING OVERHEAD 25 KV  
DISTRIBUTION POWER LINE

WILMOT RD.

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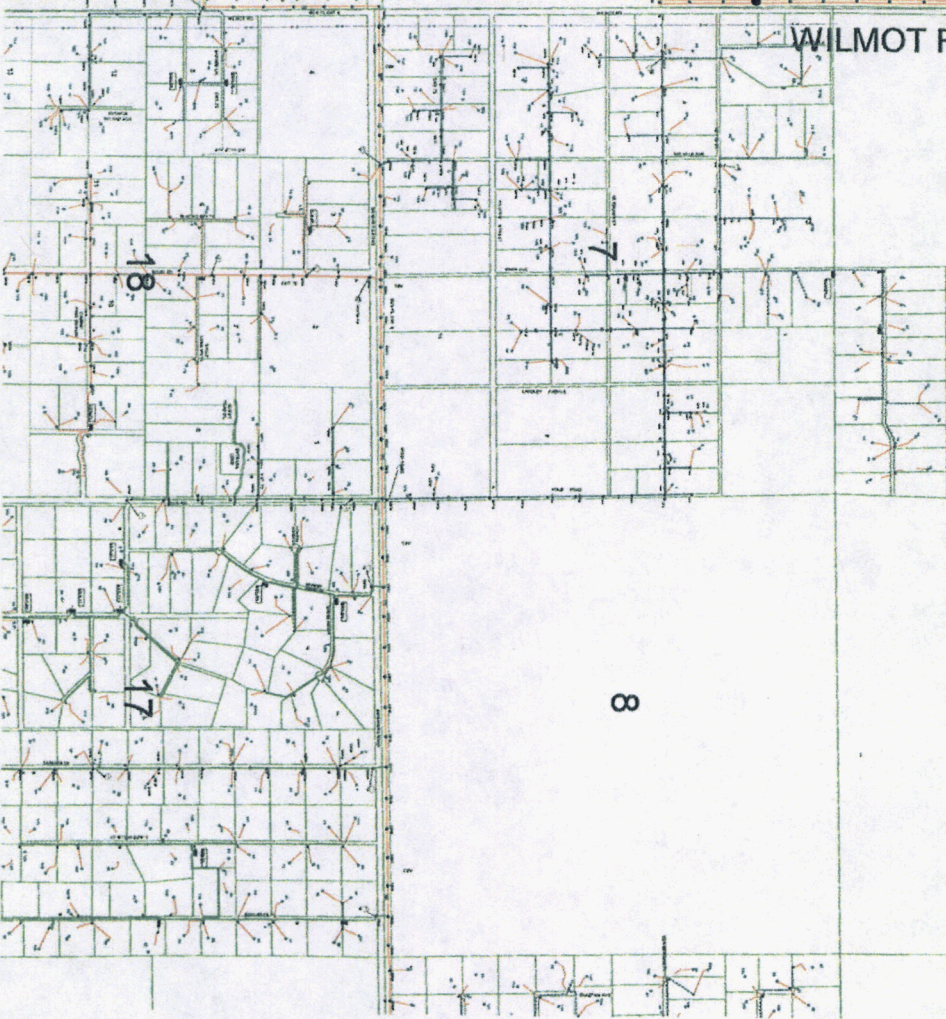
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SAHUARITA ROAD

COMSOFT  
DRIVE





***Tucson Electric Power Company***

**220 West Sixth Street, Post Office Box 711  
Tucson, Arizona 85702**

November 15, 2006

Chuck Wilcox  
TRICO Electric  
P.O. Box 35970  
Tucson, AZ 85740

Re: Borderline Agreement  
Cingular Wireless  
T935-01  
Noyes St. & S. Wilmot

Dear Chuck:

TEP requests and consents to TRICO to provide electric service to:

Cingular Wireless  
T935-01  
Noyes St. & S. Wilmot

Please contact me when you are prepared to finalize the boderline agreement.

If you have any questions contact me at 520-884-3752.

Best regards,

  
David Couture  
Director, Regulatory Services

Cc: Margo Benson

**ELECTRIC RATES****TRICO ELECTRIC COOPERATIVE, INC.****8600 W. Tangerine Road****Marana, Arizona 85653****Filed by: Marvin Athey****Title: CEO/General Manager**

Effective Date: September 1, 2005

**STANDARD OFFER TARIFF****GENERAL SERVICE****SCHEDULE GS-3****GENERAL SERVICE LESS THAN 12,000 KW****Availability**

In the Cooperative's Certificated Area where its facilities are of adequate capacity and the required phase and suitable voltage are in existence and are adjacent to the premises served.

**Application**

The General Service Less Than 12,000 kW Rate (GS-3) is applicable for single and three phase service for all of the electric service used for aggregated Residential loads, Residential loads requesting demand billing, Industrial, Commercial, Business, Professional, and other various sized loads from 10 kW to 11,999 kW. All service shall be delivered at a single service location. The Cooperative shall have the right to meter in the most practical manner, either primary or secondary voltage.

**Type of Service**

The type of service available under this schedule will be determined by the Cooperative and will normally be:

120/240 volt single phase, 120/208 volt three phase or 277/480 volt three phase

**Monthly Rate**

STANDARD RATE	Power Supply	Distribution Charges					Total Rate
		Metering	Meter Reading	Billing	Access	Total	
Customer Charge (\$/Customer/Mo)							
Single-Phase		\$5.53	\$1.13	\$4.37	\$3.97	\$15.00	\$15.00
Three-Phase		\$5.53	\$1.13	\$4.37	\$11.97	\$23.00	\$23.00
Billing Demand (\$/kW/Month)	\$14.79				\$1.09	\$1.09	\$15.88
Energy Charge (\$/kWh)	\$0.02498				\$0.03659	\$0.03659	\$0.06157

APPROVED FOR FILING  
DECISION # 68073

**GENERAL SERVICE  
SCHEDULE GS-3  
GENERAL SERVICE LESS THAN 12,000 KW**

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**Minimum Monthly Charge**

The greater of the following:

1. The Customer Charge;
2. \$1.00 per kVA of required transformer capacity;
3. The amount specified in the written contract between the Cooperative and the customer

**Power Factor**

The customer shall maintain power factor of not less than ninety percent (90%) but not greater than unity. The Cooperative shall have the right to measure such power factor at any time. Should such measurement establish that the power factor of the customer is less than ninety percent (90%) or greater than unity, the customer shall upon 60 days written notice correct such power factor to ninety percent (90%) to unity. If not timely corrected, the Cooperative shall have the right to increase the kWh for billing purposes by one percent (1%) for each one percent (1%) of power factor below ninety percent (90%) or above unity.

**Primary Discount**

The Cooperative reserves the right to refuse delivery of power at primary voltage to the customer. With the Cooperative's consent, however, delivery of power at primary voltage will be billed with a three percent (3%) discount given on all demand and energy charges.

**Tax Adjustment**

To the charge computed in this rate schedule, including all adjustments, shall be added the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of the Cooperative and/or the price or revenue from the electric energy or service sold and/or the volume of energy purchased for sale and/or sold hereunder.

**Wholesale Power Cost Adjustment**

The Cooperative shall, if purchased power cost is increased or decreased above or below the base purchased power cost of \$0.06268 per kWh sold, flow through such increases or decreases to all classes of customers.

In addition to the foregoing, all kWh sold to each customer under this rate schedule shall be subject to an additional temporary wholesale power cost adjustment, if any, that may be charged the Cooperative by its supplier of electricity which consists of an additional surcharge, a temporary credit and/or a fuel bank surcharge.

**Rules and Regulations**

The Rules and Regulations and Line Extension Policies of the Cooperative as on file with the Arizona Corporation Commission shall apply to this rate schedule.

Upon application for service or upon request, the Cooperative will assist the customer in selecting the rate schedule best suited to his requirements, but the Cooperative does not guarantee the customer will be served under the most favorable rate schedule. Upon written notification of any material changes in the customer's installation, load conditions or use of service, the Cooperative will assist in determining if a change in rates is desirable. No more than one (1) such change at the customer's request will be made within any twelve (12) month period.

**GENERAL SERVICE  
SCHEDULE GS-3  
GENERAL SERVICE LESS THAN 12,000 KW**

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**Contract**

If service is requested in the Cooperative's Certificated Area and the provisions outlined in the Availability Clause of this rate tariff cannot be met, it will be necessary for the Cooperative and customer to mutually agree, in a written contract, on the conditions under which service will be made available.

**Service Availability Charge**

A Service Availability Charge to be paid by the customer to the Cooperative may be included in the contract to reimburse the Cooperative for its operating expenses with regard to idle or standby services in connection with the facilities constructed or installed pursuant to the contract based upon the Cooperative's estimate of its actual operating costs for such idle or standby services.

**Environmental Portfolio Standard (EPS) Charge**

The Cooperative shall add to its bill an EPS charge in accordance with the approved EPS tariff to help offset the costs associated with TRICO programs designed to promote alternative generation requirements that satisfy the Environmental Portfolio Standard as approved by the Arizona Corporation Commission. Other charges may be applicable subject to approval by the Arizona Corporation Commission.

**Demand Side Management (DSM) Programs; DSM Adjustment Mechanism**

The Cooperative shall recover its cost for pre-approved DSM programs through a separate DSM adjustment mechanism which shall provide for a separate and specific accounting for pre-approved DSM costs.



## Pricing Plan GS-10 General Service

### AVAILABILITY

Throughout the entire area where the facilities of the Company are of adequate capacity and are adjacent to the premises.

### APPLICABILITY

To all general power and lighting service unless otherwise addressed by specific rate schedules, when all energy is supplied at one point of delivery and through one metered service.

Not applicable to resale, breakdown, standby, or auxiliary service.

### CHARACTER OF SERVICE

Single or three phase, 60 Hertz, and at one standard nominal voltage as mutually agreed and subject to availability at point of delivery. Primary metering may be used by mutual agreement.

### RATE

A monthly net bill at the following rate plus any adjustments incorporated in this rate schedule:

	<u>BILLING MONTHS</u>	
	<u>Summer</u> <u>May-Oct.</u>	<u>Winter</u> <u>Nov.-Apr.</u>
<u>Single Phase Service</u>		
Customer Charge per month	\$5.88	\$5.88
First 3,400 kWh per month @	\$0.113695	\$0.113695
All additional kWh per month @	\$0.100343	\$0.093772

### Three Phase Service

Same as Single Phase Service, except a three phase additional charge of \$7.36 per month shall apply to Customers receiving three phase service.

### Minimum Bill

\$5.88 for Single Phase Service  
\$13.24 for Three Phase Service

### ADJUSTMENT FOR TRANSFORMER OWNERSHIP AND METERING

- (a) When Company owns transformers and energy is metered on primary side of transformers, the demand shall be metered and the above schedule subject to a discount of 10.3¢ per kW per month of the demand each month.

Filed By: Steven J. Glaser  
Title: Vice President, Rates and Regulatory Support  
District: Entire Electric Service Area

Tariff No.: GS-10  
Effective: July 1, 2000  
Page No.: 1 of 2



## Pricing Plan GS-10 General Service

- (b) When Customer owns transformers and energy is metered on primary side of transformers, the demand shall be metered and the above schedule subject to a discount of 20.6¢ per kW per month of the demand each month.
- (c) When Customer owns transformers and, at Company's option, energy is metered on secondary side of transformers, the demand shall be metered and the above schedule subject to a discount of 10.3¢ per kW per month of the demand each month.

### TAX CLAUSE

To the charges computed under the above rate, including any adjustments, shall be added the applicable proportionate part of any taxes or governmental impositions which are or may in the future be assessed on the basis of gross revenues of the Company and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

### RULES AND REGULATIONS

#### Service Connection Charges

1. There shall be a \$13.50 charge for the initial establishment of each new service for each Customer.
2. There shall be a \$13.50 charge for the re-establishment of each service for each Customer.

The standard Rules and Regulations of the Company as on file from time to time with the Arizona Corporation Commission shall apply where not inconsistent with this rate schedule.

The Company may require a written contract and a minimum term of contract.

Where the Customer's utilization equipment is operated on a fixed schedule and can be readily and efficiently inspected by the Company to verify its demand and/or kWh usage, the Company may supply unmetered service under this Rate Schedule upon the basis of the demand and/or kWh usage determined by the Company. The Company reserves the right at any time to meter service previously supplied on an unmetered basis. The Customer will be responsible for notifying the Company of any changes being made in the equipment connected to the system. The determined demand and/or kWh usage will be adjusted as equipment is changed.

Optional rates are or may become available for certain classes of Customers. Upon application for service or upon request the Company will assist the Customer in selecting the rate schedule best suited to the Customer's requirements, but Company does not guarantee that Customers will be served under the most favorable rate schedule. Upon written notification of any material changes in Customer's installation, load conditions, or use of service, Company will assist in determining if a change in rates is desirable, but not more than one such change in rates will be made within any twelve month period.

Filed By: Steven J. Glaser  
Title: Vice President, Rates and Regulatory Support  
District: Entire Electric Service Area

Tariff No.: GS-10  
Effective: July 1, 2000  
Page No.: 2 of 2